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DOCKET NO.

In the Matter of

IN THE MATTER OF THE FILING FOR
APPROVAL OF FOURTH AND FIFTH
AMENDMENTS TO AN
INTERCONNECTION AGREEMENT
BETWEEN QWEST CORPORATION
AND DSLNET COMMUNICATIONS, LLC

Public Utilities Commission of the State of South Dakota

[illegible]

TC01-012

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January 29, 2001

William Bullard, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Amendments Nos. 4 and 5 to the Interconnection Agreement between DSLnet Communications, LLC and Qwest Corporation f/k/a U S WEST Communications, Inc.
Our File No. 2104.078

Dear Mr. Bullard:


Pursuant to ARSD 20:10:32:21 enclosed for filing are originals and ten (10) copies of Amendments Nos. 4 and 5 to the Interconnection Agreement between DSLnet Communications, LLC and ("DSLnet") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest") for approval by the Commission. The Agreement is a negotiated agreement with the parties adopting the negotiated interconnection agreement between DSLnet and Qwest which was approved by the Commission effective September 23, 1999 in Docket No. TC99-086.

Amendment 4 is made to add Unbundled Loops to the agreement as set forth in Attachment 1. Amendment 5 is made in order to replace the Interim Line Sharing Agreement DSLnet entered into on May 3, 2000 and to add terms, conditions and rates for Line Sharing as set forth in Attachment 1.

DSLnet has authorized Qwest to submit this Agreement on DSLnet's behalf.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.


Thomas J. Welk

TJW/vjj
Enclosures

cc: Ms. Colleen Sevoid
Ms. Karen Dealy (enclosure letter only)

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locations or pursuant to some other limitation, then the modified or different rates, terms, and conditions only will be made available to interested Parties in those locations or subject to those same limitations. Unless otherwise agreed to by the Parties, this paragraph will not be incorporated into any interconnection agreement amendments entered into between ILEC and CLECs pursuant to paragraph 36 below.

35. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. This Agreement may be executed where indicated below either by an original signature of a duly authorized representative of each Party or by a facsimile of such a signature.
36. ILEC and CLECs acknowledge the need to execute amendments to their interconnection agreements by June 6, 2000, to govern line sharing. The Parties further acknowledge that the rates, terms, and conditions of this Agreement will form the basis for the negotiation of the amendment. This Agreement will terminate upon execution of such amendments and will be replaced by the amendments. ILEC and CLEC further agree that any applicable window for petitioning a state public utility commission for arbitration of an interconnection agreement amendment for line sharing that would expire before June 6, 2000 is extended to June 16, 2000.
37. The Parties will work together to schedule a conference call with the state public utility commissions for each state listed in the introductory paragraph to this Agreement to explain this Agreement and answer any questions related to the Agreement. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissions in a joint manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.
38. The Parties will work together in good faith to address any problems that may arise in the execution of any part of this Agreement.

Any CLEC that is not a party to this Agreement may opt into this Agreement at any time prior to its expiration. CLECs must notify ILEC of which of the two options for interim shared line rates outlined in paragraph 25 above it selects at the time it opts into this Agreement or by May 1, 2000, whichever is later.

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of February 1, 2001 through February 7, 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT01-004 In the Matter of the Complaint filed by Joan Mack, Watertown, South Dakota, against Talk.com Holding Corp. d/b/a The Phone Company Regarding Unauthorized Billing for Services.

The complainant alleges an unauthorized switch of long distance providers and charges for unauthorized services billed to her minor daughter. The complainant requests that the company make restitution and be fined or put out of business.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer
Date Docketed: 02/05/01
Intervention Deadline: N/A

CT01-005 In the Matter of the Complaint filed by Jerry R. Ourada, Sioux Falls, South Dakota, against WorldCom Regarding Unauthorized Switching of Services.

The Complainant states that he received a call from AT&T indicating that WorldCom had taken the Complainant's service. The Complainant indicates that the switch in service was not authorized. For resolution the Complainant is seeking "the full amount prescribed by South Dakota Law for slamming plus all expenses incurred."

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Docketed: 02/06/01
Intervention Deadline: N/A

CT01-006 In the Matter of the Complaint filed by John P. Donahoe, Sioux Falls, South Dakota, against WorldCom Regarding Unauthorized Switching of Services.

The Complainant alleges that his service was switched to WorldCom without his authorization. The Complainant requests that the Commission assess stiff penalties.

Staff Analyst: Leni Healy
Staff Attorney: Kelly Frazier
Date Filed: 02/07/01
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC01-012 In the Matter of the Filing for Approval of Fourth and Fifth Amendments to an Interconnection Agreement between Qwest Corporation and DSLnet Communications, LLC.

On February 2, 2001, Fourth and Fifth Amendments to the interconnection agreement between Qwest Corporation (Qwest) and DSLnet Communications, LLC (DSLnet) were filed with the Commission for approval. The agreement is a negotiated agreement with the parties which was approved by the Commission effective September 23, 1999. According to the parties the Fourth Amendment is made to add Unbundled Loops to the agreement. The Fifth Amendment is made in order to replace the Interim Line Sharing Agreement DSLnet entered into on May 3, 2000, and adds terms, conditions and rates for Line Sharing. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 22, 2001. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE FILING FOR)	ORDER APPROVING
APPROVAL OF FOURTH AND FIFTH)	FOURTH AND FIFTH
AMENDMENTS TO AN INTERCONNECTION)	AMENDMENTS TO
AGREEMENT BETWEEN QWEST)	AGREEMENT
CORPORATION AND DSLNET)	
COMMUNICATIONS, LLC)	TC01-012

On February 2, 2001, Qwest Corporation (Qwest) filed for approval by the South Dakota Public Utilities Commission (Commission) fourth and fifth amendments to an interconnection agreement between DSLnet Communications, LLC (DSLnet) and Qwest. The fourth amendment is made to add Unbundled Loops to the agreement as set forth in Attachment 1. The fifth amendment is made in order to replace the Interim Line Sharing Agreement DSLnet entered into on May 3, 2000, and to add terms, conditions and rates for Line Sharing as set forth in Attachment 1.

On February 8, 2001, the Commission electronically transmitted notice of the filing of the fourth and fifth amendments to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until February 22, 2001, to do so. No comments were filed.

At its duly noticed March 6, 2001, meeting, the Commission considered whether to approve the negotiated fourth and fifth amendments to the agreement between Qwest and DSLnet. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the fourth and fifth amendments do not discriminate against a telecommunications carrier that is not a party to the fourth and fifth amendments and the fourth and fifth amendments are consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the fourth and fifth amendments to the agreement. It is therefore

ORDERED, that the Commission approves the negotiated fourth and fifth amendments to the agreement as described herein.

Dated at Pierre, South Dakota, this 9th day of March, 2001

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon

By: Neldine Kelbo

Date: 3/12/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

**Amendment No. 4
to the Interconnection Agreement
Between
DSLnet Communications, LLC
and
Qwest Corporation**

For the State of South Dakota

This Amendment No. 4 ("Amendment") is made and entered into by and between DSLnet Communications, LLC ("DSLnet") and Qwest Corporation (formerly known as U S WEST Communications, Inc.) ("Qwest").

RECITALS

WHEREAS, DSLnet and Qwest entered into that certain Interconnection Agreement for service in the state of South Dakota, which was approved by the South Dakota Public Utilities Commission ("Commission") on September 23, 1999 (the "Agreement"); and

WHEREAS, DSLnet and Qwest wish to amend the Agreement under the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made to add Unbundled Loops to the agreement as set forth in Attachment 1, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, DSLnet must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. DSLnet will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

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3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties

DSLnet Communications, LLC

Wendy Bluemling

Authorized Signature

Wendy Bluemling

Name Typed or Printed

Assistant Vice President/Regulatory Affairs

Title

11/14/00

Date

Qwest Communications

John A. Roehrkas

Authorized Signature

John A. Roehrkas

Name Typed or Printed

Acting Director

Title

11-17-00

Date

ATTACHMENT 1

1. Unbundled Loops

1.1 Description

Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, Qwest's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, IDSL, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

1.2 Terms and Conditions

- 1.2.1 Qwest shall provide to DSLnet on a non-discriminatory basis Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.
- 1.2.2 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, DSLnet must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, Qwest will make alternate arrangements to permit DSLnet to order a contiguous Unbundled Loop.
- 1.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, IDSL, DS1 or DS3 capable and ADSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by DSLnet, if necessary, as determined by Qwest.
 - 1.2.3.1 Qwest shall provide other unbundled fiber and high capacity loops, to DSLnet where facilities are available and existing on an ICB basis. Such loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the unbundled loop will be provided. DC continuity is not inherent in these services. ICB nonrecurring and recurring charges shall apply for provisioning of the unbundled high capacity loops.
- 1.2.4 When DSLnet requests a non-loaded Unbundled Loop and there are none available, Qwest will contact DSLnet to determine if DSLnet wishes to have Qwest unload a

Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (i.e., "unload" the Loop) in order to provide DSLnet with a Non-Loaded Loop. DSLnet will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit DSLnet to order a contiguous Unbundled Loop.

- 1.2.5 When DSLnet requests an IDSL Loop or a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the Central Office Terminal ("COT") and Remote Terminal ("RT") in order to make the Loop either IDSL or ISDN Capable. The ISDN Capable and the IDSL Loop may also require conditioning (e.g., removal of loads or bridged tap). DSLnet will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Amendment. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements, which could include Line and Station Transfers (LST), to permit DSLnet to order a contiguous Unbundled Loop.
- 1.2.6 For DS1 or DS3 Capable Loop, Qwest will provide access to the existing electronics at both ends including any intermediate repeaters.
 - 1.2.6.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.
 - 1.2.6.2 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).
- 1.2.7 Qwest is not obligated to provision BRI-ISDN, IDSL, DS1 or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations.
- 1.2.8 When DSLnet requests an ADSL Qualified Loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine

whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

- 1.2.9 DSLnet has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

1.2.9.1 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest or other CLEC end user changing to DSLnet, the Basic Installation option has no associated circuit testing. Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. Qwest will notify DSLnet when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Amendment.

1.2.9.2 Basic Installation with Performance Testing Option for New Service

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or the service order. Qwest will perform the required performance tests to ensure the new circuit meets basic required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to DSLnet by Qwest. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Amendment.

1.2.9.3 Coordinated Installation with Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other CLEC end user changing to DSLnet, the Coordinated Installation option includes cooperative testing. DSLnet has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, DSLnet will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with DSLnet. Qwest will complete the required performance tests and perform other testing as requested by DSLnet. Testing requested by DSLnet that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to DSLnet. Test results will be recorded as benchmarks for future testing and will be forwarded to DSLnet. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment. The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**
 No, Opens, Grounds, Shorts, or Foreign Volts
 Insertion Loss = 0 to -8.5 dB at 1004 Hz (long loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)
 Automatic Number Identification (ANI) when dial-tone is present
- **2-Wire and 4-Wire Non-Loaded Loops**
 No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
 DC Continuity
 Insertion Loss = 0 to -8.5 dB at 1004 Hz (longer loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)
 Automatic Number Identification (ANI) when dial-tone is present
- **Digital Capable Loops**
 - **Basic Rate ISDN Capable Loops**
 No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
 Insertion Loss = ≤ 42 dB at 40 kHz
 Errored Second and Severely Errored Second Testing per Technical Publication 77384, where test capability exists
 - **IDSL Loops**
 No Load Coils, Opens, Grounds, Shorts or Foreign Volts
 Insertion Loss = < 42 dB at 40 kHz
 Errored Second and Severely Errored Second Testing per Technical Publication 77384, where test capability exists
 - **DS1 Capable Loops**
 Access, Errored Second and Severely Errored Second Testing
 - **DS3 Capable Loops**
 Access, Errored Second and Severely Errored Second Testing per ANSI Standard T1.510
 - **ADSL Qualified Loops**
 No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
 DC Continuity
 Noise
 Insertion Loss = ≤ 41 dB at 196 kHz

1.2.9.4 Coordinated Installation without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing Qwest or other CLEC end user changing to DSLnet, this option remains a procedure in which Qwest disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers DSLnet the ability to coordinate the conversion activity, allowing DSLnet's end user to pre-plan for minimal service interruption. At DSLnet's designated time, Qwest will contact DSLnet

with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, DSLnet will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, Qwest will notify DSLnet that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment.

- 1.2.10 Multiplexing of the Unbundled Loop. DSLnet may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in the UNE – UDIT Section of the Agreement.
- 1.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between DSLnet's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of the Agreement.
- 1.2.12 If there is a conflict between an end user (and/or its respective agent) and DSLnet regarding the disconnection or provision of Unbundled Loops, Qwest will honor the direction of the end user.
- (a) If the end user directs Qwest to disregard DSLnet's order for Unbundled Loops, DSLnet will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section will also be billed to DSLnet.
- (b) If the end user directs Qwest to disregard DSLnet's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with DSLnet's order, the end user's service will be reconnected to the original local service provider.
- 1.2.13 Facilities and lines furnished by Qwest on the premises of DSLnet's end user up to and including the NID or equivalent are the property of Qwest. Qwest must have access to all such facilities for network management purposes. Qwest's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.
- 1.2.14 Unbundled Loops include the facilities between the Qwest distribution frame up to and including Qwest's NID located at DSLnet's end user premises.

- 1.2.15 When requested by Qwest, DSLnet must submit a disconnect order to Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another CLEC to provide service to that end-user location.

1.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A of this Amendment.

- 1.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a Qwest Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies, including but not limited to, metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.
- 1.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, DSLnet can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by DSLnet, it is DSLnet's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.
- 1.3.3 Digital Capable Loops - Basic rate ISDN, IDSL and DS1 capable Loops. Basic rate ISDN, IDSL and DS1 capable Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of DSLnet's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Basic Rate ISDN, IDSL and DS1 capable unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by DSLnet, if necessary.
- 1.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

1.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops - described in Exhibit A, include the following:

- a) Installation charges.
- b) Conditioning charge.

1.3.6 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are found in Exhibit A

1.3.7 Out of Hours Coordinated Installations

1.3.7.1 For purposes of this Section, Qwest's installation hours are 8 00 a.m. to 5 00 p.m., Monday through Friday. Out of hours installations are only 5 00 p.m. to 10:00 p.m., local time, Monday through Friday and 8 00 a.m. to 12 00 p.m., local time, Saturday.

1.3.7.2 Out of Hours installations permit DSLnet to select a coordinated installation outside of Qwest's installation hours. For planning purposes, DSLnet shall provide Qwest with a forecast of out of hours coordinated installations at least two weeks prior to DSLnet placing an order in a particular state. Forecasts should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.

1.3.7.3 DSLnet shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time outside. In the Remarks section of the LSR, DSLnet must specify an Out of Hours coordinated installation.

1.3.7.4 The date and time for out of hours coordinated installations may need to be negotiated between Qwest and DSLnet because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).

1.3.7.5 DSLnet will incur additional charges for out of hours coordinated installations. These charges will be the overtime rates. Refer to Exhibit A for these charges.

1.3.7.6 Qwest will provide FOCs (Firm Order Commitments) to CLECs according to the PO-5 performance measure. For unbundled loops, the FOC is an acknowledgment that Qwest has received the service request. The FOC does not indicate that Qwest has compatible facilities to fulfill the service order by the requested due date. The FOC for orders requesting over 24 unbundled loops will be treated on an ICB basis.

1.3.8 DSLnet is responsible for its own end user base and has responsibility for resolution of service problems. DSLnet will perform trouble isolation on Unbundled Networks

Elements prior to reporting trouble to Qwest. Qwest will work cooperatively with DSLnet to resolve service problems. When the trouble is not in Qwest's network, the trouble report will be referred back to DSLnet and Defective Service Isolation Charges will apply.

1.4 Ordering Process

- 1.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of the Agreement.
- 1.4.2 Prior to placing orders on behalf of the end user, DSLnet shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Terms and Conditions Section of the Agreement.
- 1.4.3 Based on the pre-order loop make-up, DSLnet can determine if the circuit can meet the technical parameters set forth by the specific service.
- 1.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 7:00 p.m. The service interval will begin on the next business day for service requests received after 7:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.
- 1.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).
- 1.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops, IDSL, DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit B to this Amendment.
- 1.4.7 DSLnet can request access to existing fiber and other high capacity loops through the BFR process.
- 1.4.8 When ordering Unbundled Loops, DSLnet is responsible for obtaining or providing facilities and equipment that are compatible with the service.

1.5 Maintenance and Repair

- 1.5.1 DSLnet is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. DSLnet will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Qwest will work cooperatively with DSLnet to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually

acceptable test report standards. When the trouble is not in Qwest's network, DSLnet shall be assessed the applicable time and materials charges.

- 1.5.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify DSLnet. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to DSLnet's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to DSLnet's Collocation equipment, cabling or cross connects, Qwest will notify DSLnet and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to DSLnet and charges will apply for trouble isolation.
- 1.5.3 When combining separately ordered elements or an element to collocated equipment, DSLnet will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at DSLnet's request, and the fault is not in Qwest's facilities, a trouble isolation charge/Defective Service Isolation charge shall apply. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

EXHIBIT A

	RECURRING	NONRECURRING
Unbundled Loops		
1. Analog Loops		
1.1 2-Wire Voice Grade		See Installation options, Section 4
Zone 1	\$17.01	
Zone 2	\$18.54	
Zone 3	\$24.37	
1.2 4-Wire Voice Grade	\$39.34	See Installation options, Section 4
Zone 1	\$31.72	
Zone 2	\$34.59	
Zone 3	\$45.46	
2. Non-loaded Loops		
2.1 2-wire Non-loaded Loop	Same as Analog in 1	See Installation options, Section 4 and See also Section 2.3
2.2 4-wire Non-loaded Loop	Same as Analog in 9.2.1	See Installation options, Section 4 and See also Section 2.3
2.3 Cable Unloading/Bridge Tap Removal		\$58.50
3. Digital Capable Loops		
3.1 Basic Rate ISDN Capable Loop	Under Development	See Installation options, Section 4 and See also Section 2.3
3.2 DS1 Capable Loop	\$111.97	See Installation options, Section 5 and See also Section 2.3
3.3 DS3 Capable Loop	\$1326.93	See Installation options, Section 6 and See also Section 2.3
3.4 2-Wire Extension Technology	\$21.49	
4. DS0 Loop Installation Charges	See related monthly recurring charges in Sections 1 – 3 above	
4.1 Basic Installation		
First Loop		\$106.29
Each Additional Loop		\$58.44
4.2 Basic Installation with Performance Testing		
First Loop		\$170.79
Each Additional Loop		\$86.61
4.3 Coordinated Installation with Cooperative Testing		
First Loop		\$220.19
Each Additional Loop		\$157.58
4.4 Coordinated Installation without Cooperative Testing		
First Loop		Under Development
Each Additional Analog Loop		Under Development
4.5 Basic Installation with Cooperative Testing		
First Loop		\$220.19
Each Additional Analog Loop		\$157.58
5. DS1 Loop Installation Charges	See related monthly recurring charges in Sections 1 – 3 above.	
5.1 Basic Installation		
First Loop		\$151.75
Each Additional Loop		\$119.31
5.2 Basic Installation with Performance Testing		

	RECURRING	NONRECURRING
First Loop		\$346 83
Each Additional Loop		\$290 88
5.3 Coordinated Installation with Cooperative Testing		
First Loop		\$386 61
Each Additional Loop		\$330 08
5.4 Coordinated Installation without Cooperative Testing		
First Loop		\$156 79
Each Additional Analog Loop		\$124 35
6 DS3 Loop Installation Charges	See related monthly recurring charges in Sections 1-3 above	
6.1 Basic Installation		
First Loop		\$151 75
Each Additional Loop		\$119 31
6.2 Basic Installation with Performance Testing		
First Loop		\$346 83
Each Additional Loop		\$290 88
6.3 Coordinated Installation with Cooperative Testing		
First Loop		\$386 61
Each Additional Loop		\$330 08
6.4 Coordinated Installation without Cooperative Testing		
First Loop		\$156 79
Each Additional Analog Loop		\$124 35

NOTES:

- * Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the South Dakota Public Utilities Commission in Docket Number TC-184, effective March 4, 1999.

EXHIBIT B

Established Service Intervals for voice grade 2-wire and 4-wire analog Unbundled Loops

		High Density	Low Density
a)	1-8 lines	5 business days	6 business days
b)	9-16 lines	6 business days	7 business days
c)	17-24 lines	7 business days	8 business days

Established Service Intervals for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

Established Service Intervals for DS3 capable Unbundled Loops:

		High Density	Low Density
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

Established Service Intervals for IDSL capable Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	10 business days	10 business days
b)	9-16 lines	ICB	ICB
c)	17-24 lines	ICB	ICB

Amendment No. 5 to the Interconnection Agreement

Between

DSLnet Communications, LLC

for

South Dakota

And

Qwest Corporation

f.k.a. U S WEST Communications, Inc.

RECEIVED

FEB 02 2001

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

This Amendment No. 5 ("Amendment") is made and entered into by and between DSLnet Communications, LLC ("DSLnet") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, DSLnet and Qwest entered into an Interconnection Agreement for service in the state of South Dakota that was executed by DSLnet Communications, LLC on July 28, 1999 and U S WEST Communications, Inc. on July 30, 1999 (the "Agreement"); and

WHEREAS, DSLnet and Qwest desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to replace the Interim Line Sharing Agreement DSLnet entered into on May 3, 2000 and to add terms, conditions and rates for Line Sharing as set forth in Attachment 1, attached hereto and incorporated herein.

2. Effective Date.

This Amendment shall be deemed effective upon the appropriate state Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, DSLnet must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. DSLnet will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

DSLnet Communications, LLC

Wendy Bloemling
Authorized Signature

Wendy Bloemling
Name Printed/Typed

AVP - Regulatory
Title

10/30/00
Date

Qwest Corporation

Patricia A. Kline
Authorized Signature

PATRICIA A. KLINE
Name Printed/Typed

GENERAL MANAGER
Title

11/09/2000
Date

Attachment 1

1. Line Sharing

1.1 Description

Line Sharing provides DSLnet with the opportunity to offer advanced services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper loop referred to herein as the "Shared Loop" or "Line Sharing," by using the frequency range above the voice band on the copper loop. This frequency range will be referred to herein as the high frequency spectrum network element or "HUNE." The POTS service must be provided to the end user by Qwest.

1.2 Terms and Conditions

1.2.1 General

1.2.1.1 To order the HUNE, DSLnet must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in either Section 1.3 or Section 1.4 and the end user must have dial tone originating from a Qwest switch in that Wire Center. DSLnet must provide the end user with, and is responsible for the installation of any equipment necessary for the end user to receive separate voice and data service across a single copper loop.

1.2.1.2 POTS splitters must meet the requirements for central office equipment collocation set by the FCC or be compliant with ANSI T1.413.

1.2.1.3 DSLnet may use the HUNE to provide any xDSL services that are compatible with Qwest's POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by DSLnet, to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

1.2.1.4 Neither DSLnet nor Qwest may utilize the high frequency portion of a given copper loop if a different telecommunications carrier already is using the frequency range above the voice band on that loop to provide data services, unless the end user of that loop or Qwest or the DSLnet, with Proof of Authorization from the end user, disconnects the service of the original telecommunications carrier being provided on the frequency range above the voice band.

1.2.1.5 DSLnet will be able to request conditioning of Shared Loops. Qwest will perform requested conditioning, including removal of load coils and excess bridged taps, of loops. If DSLnet requests conditioning, and such conditioning significantly degrades the voice services on a loop to the point that it is unacceptable to the end-user DSLnet shall pay the rate set forth in Appendix A of the Underlying Agreement for the loops to be restored to their original state.

1.2.1.6 Qwest will provide DSLnet with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of DSLnet: (a) via the standard Collocation arrangements set forth in Section 40.5.1 of DSLnet's Underlying Agreement; or (b) via Common Area Splitter Collocation as set forth in Section 1.4. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two points of termination.

1.2.1.7 DSLnet will provide Qwest with non-binding, good faith rolling quarterly forecasts for Shared Loop volumes on a Wire Center-by-Wire Center basis. Qwest will keep DSLnet forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

1.3 DSLnet Collocation Area POTS Splitter

1.3.1 Section 1.3.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither DSLnet nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and DSLnet except as expressly noted.

1.3.2 If DSLnet elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in Section 40.5.1 of DSLnet's Underlying Agreement, DSLnet will be responsible for purchasing the POTS splitters. DSLnet also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

1.3.3 DSLnet may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.

- 1.3.4 DSLnet may choose to have Qwest provide the cabling used for DS0 terminations for Line Sharing subject to a charge that will cover the cost of the cabling, plus any additional pass through vendor invoice costs such as applicable state taxes, shipping and handling, incurred by Qwest. In the alternative, DSLnet may provide all such cabling to Qwest. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.3.5 Two Interconnection Tie Pairs (ITPs) and two pre-wired DS0 terminations will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one DS0 termination will carry both voice and data traffic to the POTS splitter located in DSLnet's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to the DSLnet's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, COSMIC/MDF via the intermediate distribution frame, using a second DS0 termination and a second ITP.
- 1.3.6 The demarcation point between Qwest's network and DSLnet's network will be the place where the combined voice and data loop is cross connected to the intermediate distribution frame.

1.4 Common Area Splitter Collocation

- 1.4.1 Section 1.4.5 of this Amendment is intended to provide a technical description of the network architecture required for line sharing based on current Qwest central office configurations. Neither DSLnet nor Qwest intend for this Section to have any legal effect on the price of unbundled network elements ordered by the Commission or agreed to by Qwest and DSLnet except as expressly noted.
- 1.4.2 If DSLnet elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to DSLnet's DS0 termination points as possible; (b) on an intermediate distribution frame to the extent such a frame is available; or (c) where options (a) and (b) are not available due to physical space limitations in the Wire Centers, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. DSLnet either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement as described in Section 2. Qwest will be responsible for the

installation and maintenance of the POTS splitters, but DSLnet will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different CLECs in a single relay rack or bay or in the case of the option (c) above Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of DSLnet.

- 1.4.3 DSLnet may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.
- 1.4.4 DSLnet may choose to have Qwest provide the cabling used for DS0 Terminations and/or TIE Cables subject to full reimbursement, or DSLnet may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, DSLnet may request that Qwest directly cable the data port of the POTS splitter to DSLnet collocation area under these same terms. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to DSLnet's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, DSLnet may request that Qwest directly cable the data port of the POTS splitter to the DSLnet Collocation area under these same terms.
- 1.4.6 The demarcation point between Qwest's network and DSLnet's network will be at the place where the data loop leaves the POTS splitter on its way to DSLnet's Collocated equipment.

installation and maintenance of the POTS splitters, but DSLnet will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitter shelves of different CLECs in a single relay rack or bay or in the case of the option (c) above Qwest may co-mingle the POTS splitter shelves with Qwest miscellaneous equipment. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of DSLnet.

- 1.4.3 DSLnet may designate some or all of its existing DS0 terminations for use in connection with Line Sharing. Qwest will perform any necessary DS0 termination reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing.
- 1.4.4 DSLnet may choose to have Qwest provide the cabling used for DS0 Terminations and/or TIE Cables subject to full reimbursement, or DSLnet may provide all such cabling to Qwest. Qwest will be responsible for the installation and maintenance of the TIE Cables connecting the POTS splitters and the appropriate distribution frame. In addition, DSLnet may request that Qwest directly cable the data port of the POTS splitter to DSLnet collocation area under these same terms. Qwest will not be responsible for any inability to obtain cabling from vendors because of equipment shortages or equipment delays.
- 1.4.5 Two Interconnection Tie Pairs (ITPs) and three pre-wired TIE Cables and one pre-wired DS0 termination will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF to an appropriate intermediate distribution frame. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the intermediate distribution frame via separate TIE Cables (i.e., the second and third TIE Cables). At the intermediate distribution frame, the data traffic will be routed to DSLnet's Collocation area via a DS0 termination, and the voice traffic will be routed to the COSMIC/MDF via a second ITP. In the alternative, DSLnet may request that Qwest directly cable the data port of the POTS splitter to the DSLnet Collocation area under these same terms.
- 1.4.6 The demarcation point between Qwest's network and DSLnet's network will be at the place where the data loop leaves the POTS splitter on its way to DSLnet's Collocated equipment.

1.5 Line Sharing Deployment

1.5.1 If DSLnet submitted applications to Qwest for installation of POTS splitters between March 24, 2000 and April 10, 2000 pursuant to the Interim Line Sharing Agreement dated April 24, 2000, those applications will continue to be governed by the rates, terms and conditions of the Interim Line Sharing Agreement. All subsequent applications will be governed by this Amendment. The rates, terms and conditions of the Interim Line Sharing Agreement are incorporated into this Amendment, as Exhibit A attached hereto and incorporated herein, to govern applications submitted by the CLECs between March 24, 2000 and April 10, 2000.

1.5.2 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section of DSLnet's Underlying Agreement.

1.5.3 DSLnet may submit applications for additional DS0 termination installations and or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 terminations under intervals as outlined below in Section 1.5.3.1.1.

1.5.3.1 Augmentation intervals will be 30 days, subject to the following terms and conditions identified below:

1.5.3.1.1 DSLnet will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be 60 days. The interval for each subsequent month will be 30 days.

1.5.3.1.2 The forecast must include, at a minimum, the following:

- (a) Month each application will be sent.
- (b) The Wire Center by common name for each application.
- (c) Type of terminations required for each level of connection; and
- (d) Whether the termination types are the same as existing or, if different, what numbering requested on the block.

1.5.3.1.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

1.5.3.1.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the augmentation interval found in the Collocation section.

1.5.3.2 The interval for reclassification will be 15 days, subject to the following terms and conditions identified below:

1.5.3.2.1 If requested reclassification engineering results in additional requirements for DSO Terminations and/or TIE Cable support, the interval will default to the interval for augmentation, which is 30 days.

1.5.3.3 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the interval found in Section 40.5.1 of DSLnet's Underlying Agreement.

1.5.4 In the event DSLnet, or Qwest acting as purchasing agent for DSLnet, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by DSLnet, including, but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when available.

1.5.5 If Qwest, acting as purchasing agent for DSLnet, is unable to procure in a timely manner any equipment needed to complete all work required by applications submitted to Qwest by DSLnet, including, but not limited to POTS splitters and cabling, DSLnet may provide Qwest with the subject equipment. DSLnet will be notified by Qwest of the required material on-site date for the affected Qwest Wire Center(s) and DSLnet will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If DSLnet does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if DSLnet provides such notice to Qwest but then fails to provide Qwest with the subject equipment in a timely manner, Qwest will install the subject equipment when available.

2. Rate Elements

- 2.1 Qwest and DSLnet specifically incorporate paragraphs 23-26 of the Interim Line Sharing Agreement dated April 24, 2000 into this Amendment, as set forth in Exhibit A. Qwest and DSLnet are continuing to negotiate final pricing terms and will enter into a pricing Amendment to incorporate the results of any business agreement or applicable state commission order regarding the pricing terms for line sharing. The pricing terms in paragraphs 23 through 26 of the Interim Line Sharing Agreement will remain effective until such time as an Amendment is entered into between the Parties, as described in the preceding sentence.

3. Ordering Process

3.1 Shared Loop

- 3.1.1 As a part of the pre-order process, DSLnet can access loop characteristic information through the Loop Information Tool. DSLnet will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and DSLnet will work together to modify the Loop Information Tool to better support Line Sharing.
- 3.1.2 The appropriate DS0 termination frame terminations dedicated to POTS splitters will be provided on the Line Sharing APOT form one day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by Qwest and DSLnet in writing. Qwest will administer all cross connects/jumpers.
- 3.1.3 Basic Installation "lift and lay" procedures will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to DSLnet's Collocated equipment in the same Wire Center.
- 3.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time. Qwest and DSLnet acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant legal or regulatory requirements.
- 3.1.5 DSLnet shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and DS0 termination reclassification, has been completed.

3.2 Common Area Splitter Collocation

3.2.1 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. The Collocation intervals contained in this Amendment will apply.

3.2.2 New POTS splitter shelves may be ordered with an existing Collocation arrangement. DSLnet must submit a new Collocation application form and the quote preparation fee to Qwest. Standard Cageless and/or Common Collocation intervals will apply.

3.3 DS0 Termination Reclassification

3.3.1 To the extent DSLnet has existing DS0 terminations extending from an intermediate distribution frame to its Collocation space, DSLnet may request that these existing DS0 terminations be reclassified for use with Line Sharing. DSLnet shall request such reclassification through the same process used to order new DS0 terminations.

4. Repair and Maintenance

4.1 Qwest will allow DSLnet to access Shared Loops at the point where the combined voice and data circuit is cross connected to the POTS splitters.

4.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest also will be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. DSLnet will be responsible for repairing data services provided on Shared Loops. Qwest and DSLnet each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

4.3 Qwest and DSLnet will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed-to procedures in a methods and procedures document that will be made available on Qwest's web site. In the interim, Qwest and DSLnet agree that the following general principles will guide the repair and maintenance process for Line Sharing.

4.3.1 If an end user reports a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and DSLnet will work together and with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of DSLnet unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest

will notify DSLnet whenever this occurs upon voice trouble ticket closure.

4.3.2 Qwest and DSLnet each are responsible for their respective end user base and services.

4.3.3 Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by DSLnet. When trouble tickets are initiated by DSLnet, and such trouble is not located in Qwest's network, Qwest will assess DSLnet the charge specified in Section 2.

4.3.4 When trouble reported by DSLnet is not isolated or identified by tests for electrical faults (i.e., opens, shorts, and/or foreign voltage), DSLnet may request that Qwest perform additional testing and Qwest may decide to not perform requested testing where it believes in good faith that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide DSLnet with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. in the portion of the network for which Qwest is responsible, DSLnet will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which DSLnet is responsible, Qwest will assess DSLnet the charge specified in Section 2.

4.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, DSLnet will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. DSLnet will leave one unused, spare splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

4.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, DSLnet may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment will meet the requirements for central office equipment set by the FCC.

4.6 Qwest and DSLnet will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

5. Other

5.1 Qwest and DSLnet agree to the foregoing rates, terms, and conditions for Line Sharing without waiving current or future relevant legal rights and without prejudicing any position Qwest or DSLnet may take on relevant issues before state or federal regulatory or legislative bodies or courts of

competent jurisdiction. This section specifically contemplates, but is not limited to, the following: (i) the positions Qwest and DSLnet take in any cost docket related to Line Sharing; and (ii) the positions Qwest or DSLnet might take before the FCC or any state public utility commission related to the rates, terms, and conditions under which Qwest must provide DSLnet with access to Shared Loops.

- 5.2 Qwest and DSLnet agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of processes for handling all CLEC orders for the HUNE which reflect different end user action scenarios including but not limited to; end user changes or disconnects voice service; end user changes or disconnects data service provider; and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of all CLEC orders for the HUNE; (iii) Qwest's ability to make Loop assignments for the existing and forecasted volume of DSLnet orders for the HUNE; (iv) the ability of Qwest and DSLnet to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) DSLnet's forecasts of HUNE orders; (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of DSLnet to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

EXHIBIT A INTERIM LINE SHARING AGREEMENT

This Interim Line Sharing Agreement ("Agreement") between U S WEST Communications, Inc. ("ILEC") and @Link Networks, Inc., Arrival Communications, Inc., BridgeBand Communications, Inc., CDS Networks, Inc., Contact Communications, DIECA Communications, Inc. d/b/a Covad Communications Company, Jato Communications Corp. on behalf of its operating subsidiaries Jato Operating Corp. and Jato Operating Two Corp., Montana Wireless, Inc., MULTIBAND Communications, Inc., New Edge Network, Inc. d/b/a New Edge Networks, NorthPoint Communications, Inc., RHYTHMS LINKS, INC., and Western Telephone Integrated Communications, Inc. ("CLEC" or "CLECs") is entered into this 24th day of April, 2000, to govern deployment of line sharing in the states of Arizona, Colorado, Idaho, Iowa, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming. The Agreement is effective as of the date referenced in the preceding sentence and will terminate on a state-by-state, CLEC-by-CLEC basis when line sharing amendments to the interconnection agreements between ILEC and CLECs are approved by the relevant state public utility commissions as required by paragraph 36 below. ILEC and CLECs are referred to in this Agreement individually as a "Party" or collectively as the "Parties."

GENERAL

1. ILEC will provide CLEC with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the "high frequency spectrum network element" or "HUNE". CLEC may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, "line sharing" is defined as the situation that exists when the CLEC has access to the HUNE and provides xDSL services on a loop that also carries ILEC POTS.
2. To order the HUNE, a CLEC must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, the CLEC must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
3. On or before June 6, 2000, ILEC will begin accepting orders for the HUNE on lines served out of every central office where CLEC has a POTS splitter installed.
4. Prior to July 31, 2000, the CLECs will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If ILEC begins conditioning lines for its xDSL services, CLECs will have the same option. By July 31, 2000, unless another date is agreed to by ILEC and CLEC in writing, the CLEC will be able to request conditioning of a shared line. ILEC will perform requested conditioning, including de-loading and removal of excess bridged taps, unless ILEC demonstrates in advance that conditioning that shared line will significantly degrade the end-user's analog voice service.

5. The CLECs initially will use ILEC's existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. The CLECs will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. ILEC and the CLECs will continue to work together to modify these functionalities and processes to better support line sharing.
6. ILEC will initially provision the HUNE within the current standard unbundled loop provisioning interval at least 90% of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

7. ILEC will provide CLEC with access to the shared line in one of the following ways, at the discretion of CLEC:
 - (a) CLEC may place POTS splitters in ILEC central offices via Common Area Splitter Collocation. In this scenario, CLEC will have the option to either purchase the POTS splitter of its choosing or to have ILEC purchase the POTS splitter on the CLEC's behalf subject to full reimbursement. The CLEC will lease the POTS splitter to ILEC at no cost. Subject to agreed to or ordered pricing, ILEC will install and maintain the POTS splitter in the central office. ILEC will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to the CLEC DSO termination points as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing ILEC relay rack or bay.
 - (b) CLEC may, at its option, place the POTS splitters in its own collocation area. ILEC will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing.
 - (c) Under either option (a) or (b), the POTS splitter will be appropriately hard wired or pre-wired so that ILEC is required to inventory no more than two points of termination.
8. In the event CLEC, or ILEC acting as purchasing agent for CLEC, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, ILEC will proceed with the line sharing deployment schedules set forth in paragraphs 12 and 13 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, ILEC and CLEC will work together to establish an alternate deployment schedule for the affected central offices.
 - (a) If the ILEC, acting as purchasing agent for the CLEC, is unable to procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then the CLEC may provide ILEC with the missing equipment.

However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.

- (b) If ILEC is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using the ILEC as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by the ILEC of the equipment shortage, provides its own equipment to ILEC for installation. The CLEC will be notified by the ILEC of the required material on-site date for that central office and will have 2 business days to determine if the CLEC will be able to provide its own equipment.
9. CLEC and ILEC may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.
10. If a CLEC requests that a central office where it is not currently collocated be provisioned for line sharing, the CLEC will indicate its request on the collocation application for that central office.
11. CLEC will provide ILEC with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by the CLECs and the ILEC and on the schedule set forth below. If the application date is missed by any CLEC, ILEC will accept the CLEC's late applications and install the POTS splitter within 30 days of the end of the schedule for the state where the central office is located or the normal interval for collocation under the CLEC's interconnection agreement, whichever is later. ILEC and CLEC will work together to resolve any problems with order-related data included on the applications within 5 business days of the CLEC receiving notification of the problems from ILEC. If the Parties are unable to resolve the problems after 5 business days, the application will be treated as a late application as defined above. Any changes received from the CLEC after 5 business days of the initial application date will also result in the application be treated as a late application.

First 145 Central Offices	March 24, 2000
Next 85 Central Offices	March 29, 2000
Next 65 Central Offices	April 3, 2000
Remaining Central Offices	April 10, 2000

12. Assuming CLEC reuses existing TIE cable capacity, ILEC will complete the TIE cable reclassification necessary to permit a CLEC to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50

May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in the interconnection agreements between ILEC and CLECs at the completion of this deployment schedule or under an installation schedule mutually agreed upon by CLEC and ILEC. In situations where a CLEC places POTS splitters in its collocation areas, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

13. ILEC will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If a CLEC chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, CLEC may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

14. To deploy POTS splitters in a central office identified on the Central Office Deployment List, the CLEC must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.
15. If ILEC receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where the applying CLEC does not meet the requirements of the preceding paragraph, ILEC will treat the application as a standard collocation application under the terms and conditions of the applicable interconnection agreement. CLEC will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.
16. ILEC and the CLECs agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle CLEC orders for the HUNE; (b) ILEC's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (c) ILEC's ability to make central office loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (d) the ability of ILEC and CLEC to coordinate repairs; (e) the experience

and education of the shared line end-user; (f) the CLEC's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.

17. Beginning on April 1, 2000, the CLECs will provide ILEC with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, CLEC will provide a 1.5 year non-binding, good-faith forecast by quarter to ILEC by June 1, 2000. ILEC will keep CLEC forecasts confidential and will not share such forecasts with any person involved in ILEC retail operations, product planning or marketing.

REPAIR AND MAINTENANCE

18. ILEC will allow the CLECs to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph 7(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to the CLEC's collocated equipment. Under the scenario described in paragraph 7(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.
19. ILEC will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. ILEC also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between ILEC and the end-users. CLECs will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
20. ILEC and CLEC are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on ILEC's web site. In the interim, ILEC and CLEC agree that the following general principles will guide the repair and maintenance process:
 - (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, CLEC and ILEC will work together and with the end-user to solve the problem to the satisfaction of the end-user. ILEC will not disconnect the data service without the written permission of the CLEC unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.
 - (b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. ILEC will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by the CLEC.

- (c) When trouble has been reported by CLEC, and such trouble is not an electrical fault in ILEC's network, ILEC will charge CLEC any applicable charges approved by the relevant state public utility commission.
- (d) When trouble reported by CLEC is not isolated or identified by tests for electrical faults, ILEC may perform additional testing as requested by CLEC on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which the ILEC is responsible under this Agreement, the CLEC will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which the CLEC is responsible under this Agreement, the CLEC will be charged any applicable charges set forth in interconnection agreements between ILEC and CLECs or by the relevant state public utility commissions. Where no such charges exist, CLEC will pay for such testing on a time and materials basis.
21. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. CLEC will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.
22. When the POTS splitter is located in the CLEC collocation area, CLEC may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, CLEC will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

PRICING

23. ILEC and the CLECs agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA* price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph 25
	2 ITP/EICT – Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	IA price
Common Area Splitter Collocation Non-Recurring	Installation	\$5,000.00 per shelf
Common Area Splitter Collocation Recurring	Equipment bay – per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by ILEC	POTS splitter	Market cost – in addition to the \$5,000.00 flat rate
Non-recurring for TIE	TIE cables	Time and material for

cable reclassification		engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph 20 (c) and (d)
Line Conditioning	Load Coil and Excess Bridged Tap Removal	IA price

* The relevant interconnection agreement between ILEC and CLEC

24. ILEC and CLECs will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.

25. CLECs may choose from either of the following options for an interim recurring shared line rate:

(a) A rate of \$5.40 per month per shared line; or

(b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event ILEC continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, ILEC will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line.

CLECs must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify ILEC of their selection through their account teams. Once a selection is made, a CLEC cannot change its selection.

26. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

27. During the 60 day period immediately following the effective date of this Agreement, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph 23 above and operational support system upgrades related to line sharing. If at the conclusion of this 60 day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time.

OTHER

28. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.
29. ILEC and CLEC enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position ILEC or CLEC may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions ILEC or CLEC may take in any cost docket related to the terms and conditions of line sharing; and (b) the positions that ILEC or CLEC might take before the FCC or any state public utility commission related to the terms and conditions under which ILEC must provide CLEC with access to the HUNE.
30. The provisions in this Agreement are based, in large part, on the existing state of applicable law, rules, and regulations ("Existing Rules"). Among the Existing Rules are certain FCC orders, including the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-99 released on December 9, 1999, which currently are being challenged. To the extent the Existing Rules are changed, vacated, dismissed, stayed or modified, the Parties shall amend this Agreement to reflect such change, vacation, dismissal, stay, or modification. Where the Parties fail to agree upon such an amendment, all disputed issues will be resolved in accordance with the dispute resolution provisions of the interconnection agreements between ILEC and CLECs incorporated by reference into this Agreement.
31. In addition to those provisions specifically referenced elsewhere in this Agreement, the provisions in the interconnection agreements between ILEC and CLECs related to the following are incorporated by reference into this Agreement: (a) limitation of liability; (b) indemnification; (c) force majeure; (d) warranties; and (e) dispute resolution. These provisions are incorporated on a state-by-state, CLEC-by-CLEC basis.
32. This Agreement is the joint work product of the Parties, has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and conditions. In the event of any ambiguities, no inferences shall be drawn against any Party.
33. This Agreement only may be amended in writing executed by all Parties to be bound by the amendment.
34. During the term of this Agreement, if ILEC either (a) enters into an agreement with any Party that modifies the rates, terms, and conditions of this Agreement as applied to that Party, or (b) enters into any other agreement for line sharing with any party containing rates, terms, and conditions different from those in this Agreement, ILEC will make such modified or different rates, terms, and conditions available to any interested Party. To the extent the modified or different rates, terms, and conditions are provided by ILEC only in certain